BILLS AND NOTES—AVOIDANCE OF INDORSER'S LIABILITY BY FRAUDULENT REPRESENTATIONS OF INDORSEE.—Certain notes payable to B. were by him sold to W. B. was without his spectacles, and so could not read the indorsements. He refused to render himself liable, he said, but was assured by W's attorney that the indorsements would merely pass title and would impose no liability upon the indorser. B. declared himself ignorant of their legal effect, but, believing the attorney and relying upon his statement, he signed the indorsements, upon which this suit was brought by W. *Held,* that such statement was fraudulent and was a valid defense. *Wisig* v. *Beisert et al.* (1910), — Tex. —, 131 S. W. 810.

In this case, the Supreme Court reversed the Court of Civil Appeals, which held, in (Tex. Civ. App.), 120 S. W. 954, that the statement was only the expression of an opinion as to the legal effect of the indorsement, not entitling the indorser to avoid liability on the ground of fraudulent representation. *Franklin Ins. Co.* v. *Villeneuve,* 25 Tex. Civ. App. 356, 60 S. W. 1014. They held, too, that even an express verbal agreement, that the indorser would not be held liable thereon, could not be offered in evidence. *Cresap* v. *Manor,* 63 Tex. 485; I DANIEL, NEG. INST., Ed. 5, § 719. The Supreme Court held that the fraudulent statement of the attorney was a complete defense, citing *Stacy* v. *Ross,* 27 Tex. 3, 84 Am. Dec. 604. In that case, a note was read to an illiterate man for a less amount than that expressed on its face, and he was thereby induced to sign a different note from that which he supposed he was signing. The note was held void for fraud. That case, however, was one of misrepresentation of fact, not of law, as in the present case, and is clearly within the general rule. See 7 MICH. L. REV. 427. Generally speaking, a misrepresentation of law affords no ground of redress or relief. *Thompson* v. *Phoenix Ins. Co.,* 75 Me. 55; BIGELOW, FRAUD (civil) 487; *Upton* v. *Tribilcock,* 91 U. S. 45; *Burt* v. *Bowles,* 69 Ind. 1; 20 CYC. 19-20: Fraud. The reason is, that what the law is, is open to the inquiries of both parties, and presumed to be equally well known to both. But, if one party to a contract is in fact ignorant of the law and the other knows him to be so and takes advantage of his ignorance to mislead him, the other is guilty of fraud, and the Courts will relieve the injured party. *Townsend* v. *Cowles,* 31 Ala. 428; *Cooke* v. *Nathan,* 16 Barb. 342; *Hunt* v. *Rousmaniere's Admr.,* 1 Pet. 1; STORY'S EQ., § 137, note 3; id. §§ 3, 152, 153. The two following cases involved misrepresentations as to the legal effect of an indorsement. *Larrabee* v. *Fairbanks,* 24 Me. 363, and *Shaw* v. *Stein,* 79 Mich. 77. There is a Texas case in point, *Moreland* v. *Atchison,* 19 Tex. 303, where advantage was taken of an immigrant's ignorance of our land laws to defraud him.

CARRIERS—IS THE TICKET CONCLUSIVE EVIDENCE OF THE PASSENGER'S RIGHT TO BE CARRIED?—P., through her son, purchased from D. company, a monthly commutation ticket which provided that if used by any other than the one to whom it was issued, it would be forfeited. The ticket was made out to "Mr. J. L. C." instead of "Mrs. J. L. C.," through error of D's agent. P. presented it for passage, and D's conductor in accordance with the stipulation

considered it forfeited and kept it. P. sued for damages for the conversion. *Held,* that as between P. and the conductor the name entered on the ticket was conclusive evidence of the person to whom it was issued, and the action for converting it would not lie. *Colton* v. *Del., L. & W. R. Co.* (1910), — N. J. —, 77 Atl. 1020.

The decisions are far from harmonious upon the question of whether a ticket is conclusive between a passenger and a conductor, as to the former's right of passage. According to some of the authorities, the passenger's right to transportation is conclusively evidenced to the conductor by the face of the ticket. *Frederick* v. *M. H. & O. Ry. Co.,* 37 Mich. 342; *Kiley* v. *Railroad,* 189 Ill. 384; *Western Md. Ry. Co.* v. *Schaun,* 97 Md. 563; *Crowley* v. *Railroad,* 185 Mass. 279; *Little Rock Ry. Co.* v. *Goerne,* 80 Ark. 158; *McGhee & Fink, etc. Co.* v. *Reynolds,* 117 Ala. 413. If the ticket is invalid upon its face because of the fault of the railroad company's agent, the passenger cannot demand that the conductor listen to his explanation, nor can he legally resist expulsion for not having a proper ticket. *McKay* v. *Railroad,* 34 W. Va. 65; *Brown* v. *Rapid Ry. Co.,* 134 Mich. 591. His remedy is to pay the fare required or quietly leave the train, and then sue the railroad company for breach of contract. *Norton* v. *Railroad,* 79 Conn. 109; *Western Md. Ry. Co.* v. *Schaun,* supra. The ticket must be held conclusive evidence of the passenger's right to be carried, for no other rule would protect the railroad company in operating its line. *Hufford* v. *G. R. & I.,* 53 Mich. 118. Other courts deny the conclusiveness of the ticket between the conductor and the passenger, and the trend of recent cases is in this direction. *Ga. Ry. etc. Co.* v. *Baker,* 125 Ga. 562; *Indianapolis etc. Co.* v. *Wilson,* 161 Ind. 153; 8 MICH. L. REV. 670. Ordinarily, a railroad ticket is not the contract but a mere token, voucher, or receipt of the passenger's right to be carried. *Indianapolis etc. Co.* v. *Wilson,* supra; *Frank* v. *Ingalls,* 41 Oh. St. 560. If the passenger has made a valid contract for passage and is rightfully upon the train, the mere fact that through the fault of one of the carrier's agents his "token" is not correct, gives no right to another agent to expel him from the train or to demand another payment of fare. *New York, L. E. & W. Ry. Co.* v. *Winter, Adm'r.,* 143 U. S. 60; *O'Rourke* v. *Ry. Co.,* 103 Tenn. 124; *L. & N. Ry. Co.* v. *Gaines,* 99 Ky. 411; *Ellsworth* v. *Ry. Co.,* 95 Iowa 98; *Morrill* v. *Minn. Ry. Co.,* 103 Minn. 362; *Cleveland Ry. Co.* v. *Connor,* 74 Ohio St. 225; *Kansas City etc. Co.* v. *Riley,* 68 Miss. 765; *Burnham* v. *G. T. Ry. Co.,* 63 Me. 298; *Lawshe* v. *Railroad,* 29 Wash. 681. It would seem that the latter view which is contrary to that taken in the principal case is the better view, since it might be unjust to compel a passenger to pay twice, as he might be unable to pay the second time if the amount was large, and further if it was small, his right on the contract would not be worth enforcing.

CARRIERS—WHEN DOES THE LIABILITY OF A CARRIER CHANGE TO THAT OF A WAREHOUSEMAN?—P. was the owner of a carload of corn which was transported over D's railroad. The car reached its destination, but was permitted to lie on a sidetrack there for about two weeks until it became overheated and unfit for use. P. sued to recover damages for the negligent failure to